

A-6380
Variance Request

Install a railing on an existing single-story roof, a portion of which would encroach a maximum of one foot, six inches (1'-6") into the seven (7) foot east (side) yard setback. The existing single-story roof and gutter encroach two feet, seven and one-half inches (2'-7 1/2") into the setback.

Mr. John Mikhail &
Ms. Sara Shohet
3708 Bradley Lane

CHEVY CHASE VILLAGE
BOARD OF MANAGERS
NOVEMBER 13, 2013 MEETING

STAFF INFORMATION REPORT

TO: BOARD OF MANAGERS
FROM: ELLEN SANDS, PERMITTING AND CODE ENFORCEMENT COORDINATOR
DATE: 11/6/2013
SUBJECT: HEARING OF CASE NO. A-6380 VARIANCE REQUEST
MS. SARA SHOHET AND MR. JOHN MIKHAIL, 3708 BRADLEY LANE
INSTALL A RAILING ON AN EXISTING SINGLE-STORY ROOF, A PORTION OF WHICH WOULD
ENCROACH A MAXIMUM OF ONE FOOT, SIX INCHES (1'-6") INTO THE SEVEN (7) FOOT EAST (SIDE)
YARD SETBACK. THE EXISTING SINGLE-STORY ROOF AND GUTTER ENCROACH TWO FEET, SEVEN
AND ONE-HALF INCHES (2'-7 ½") INTO THE SETBACK.

Case Synopsis: The Applicants have undertaken a renovation of the property, which is in the Chevy Chase Village Historic District and is subject to the regulation of the Historic Preservation Commission (HPC). They propose to install a railing over an existing single-story room that is attached to the main two-story portion of the house. The railing is intended to enhance the architectural character of the property and has been approved by HPC. While the railing encroaches into the CCV Building Code seven (7) foot side yard setback requirement, it does not encroach into the five (5) foot covenant setback requirement, hence there is no covenant issue.

NOTICE REQUIREMENTS: Abutting Owners; Public Notice

APPLICABLE CHEVY CHASE BUILDING REGULATION:

The Chevy Chase Village Code § 8-17 (g) states:

No part of any building, structure or play equipment shall be erected or maintained within seven (7) feet of the side or rear lot lines, nor within ten (10) feet of the nearest adjacent dwelling.

APPLICABLE COVENANTS:

"... and that no part of any structure shall be erected or maintained within five (5) feet of the side lines of premises hereby conveyed". The proposed railing is located five feet, six inches (5'-6") from the east side line. *Hence there is no covenant issue.*

FACTUAL AND BACKGROUND INFORMATION:

The portion of the house over which the railing would be installed encroaches into both the seven (7) foot CCV side yard setback as well as the five (5) foot covenant setback. The proposed railing would be set back farther from the footprint of the single story room, so that it does not encroach into the covenant setback.

The Applicants have undertaken a renovation and addition project at the property. All other aspects of the work are compliant with the Village Code. The proposed railing would be installed over an existing single story room, the footprint of which will not change.

The property is on the south side of Bradley Lane and is located in the CCV Historic District, regulated by the HPC. The Applicants have obtained HPC approval for the proposed railing.



Figure 1: View of 3708 Bradley Lane. The railing is proposed to be installed over the single story portion of the house at the arrow to the left, slightly eclipsed by the screening of the temporary porta-john associated with the renovation project.

Abutting neighbors to the east (Mr. and Mrs. Alex Triantis) and to the west (Mr. Robert C. Goodwin) have submitted letters in support of the request. To date no other letters either in support of or opposition to the request have been received.

The Village arborist has assessed the property. There are no tree protection concerns related to the installation of the railing.

Applicable Fees: Building Permit Application: assessed with permit fee for the larger project; Variance Application Fee: \$300; TOTAL FOR THIS REQUEST: \$300.

RELEVANT PRECEDENTS:

In May of 2001, Mr. and Mrs. Richard Perle of 5 Grafton Street were **granted a variance** to install a railing on the second floor on an existing two-story porch. While that request was for a variance from the front setback requirement, other aspects of the case are very similar to this current request in that: i) the property is

located in the CCV Historic District and the proposed work was intended to enhance the architectural character of the house; ii) the existing porch already encroached into the front setback; iii) the installation of the railing did not increase the encroachment iv) neighbors submitted letters of support; and v) there was no covenant conflict. Other requests for encroachments into the side yard setback have frequently been for modification of or alignment with existing features (walls, soffits etc.) In this case the railing will be set back from -less of an encroachment than- the farthest projection of the existing soffit and gutter. On March 9, 1998, Amy Ross and Charles Sherman of 4007 Oliver Street were **granted a variance to enclose** an existing screened porch **and reconfigure** the porch roof from a flat roof to a gable roof. In April of 2000 Mr. John Gorman and Ms. Susan Shmedes of 45 West Lenox Street were **granted a variance to construct** an addition to the rear of their house which would encroach two (2) feet into the west seven (7) foot side yard setback. In September of 2007 Mr. & Mrs. Christopher Abell of 14 West Irving Street were **granted two variances to remove** the existing roof of the house, which had a gable running north-south, **and replace** it with a new roof with a gable running east to west. The eave and gutter of the new roof encroach sixteen (16) inches forward of the front building restriction line; they also were **granted a variance to remodel and renovate** a porch that encroaches forward of the front BRL. In January of 2009 Mr. Thomas Schaufelberger and Ms. Joanne Kyros of 135 Grafton Street were **granted a variance to modify** the roof line of a previously approved addition, the gutter of which would encroach an additional six (6) inches into the west seven (7) foot side yard setback for a total encroachment of two feet, six inches. In November of 2009 Mr. Bailey Adams of 5625 Grove Street was **granted a variance to construct** a 2-story rear addition, the soffit and gutter of which would encroach eighteen (18) inches into the southwest seven (7) foot side yard setback. In May of 2011 Ms. Lucia Grenne and Mr. Norman Piccioni of 37 Quincy Street were **granted a variance to construct** a second floor over an existing first floor, the eave and gutter of which would encroach eighteen and one-half inches (18- ½") into the west seven (7) foot side yard setback. In April 2012, Dr. & Mrs. Charles Bahn of 118 Hesketh Street were **granted permission to reconfigure** the roof over an existing garage. Also in April of 2012, Mr. & Mrs. John Campanella of 22 Hesketh Street were **granted permission to construct** a second floor over an existing one-story sunroom, the soffit of which would encroach a maximum of six and

one-half (6-½) inches into the seven (7) foot side (east) yard setback. In January of 2013, Mr. & Mrs. Edward Rubenstein of 5503 Grove Street were **granted permission to reconfigure** the roof and soffit over an existing one-story garage. In July of 2013, Mr. and Mrs. William Bray, III of 104 Oxford Street were **granted a variance to construct** a second floor over and existing first floor, the soffit and gutter of which would encroach into the seven (7) foot side (east) yard setback and into the five (5) foot covenant setback restriction. In a rare case of **a variance request for an encroachment into the side yard setback that did not entail a covenant setback issue being denied**, on March 10, 1997, Oliver Street Venture LLC was **denied a variance to maintain** a bay window overhang that was six feet, five inches (6'-5") from the west (side) property line at 4021 Oliver Street. The bay had been modified from the approved drawings without approval.

FINDINGS REQUIRED:

1. The proposed variance is required because special conditions exist whereby the enforcement of the requirements of the Village Building Code would result in an unwarranted hardship and injustice to the owner.
2. The proposed variance will most nearly accomplish the intent and purpose of the requirements of the Village Building Code; and
3. Except for variances from the requirements of Sections 8-22 [fences], 8-26 [driveways] or Chapter 25 [public rights-of-way] of the Village Regulations, the structure authorized by the proposed variance would not violate any covenant applicable to the property.

Draft Motions

I move to direct staff to draft a decision APPROVING/DENYING the variance request in Case A-6380 to install a railing over an existing single-story room that is attached to the main two-story portion of the house based on the findings that ...

**CHEVY CHASE VILLAGE
NOTICE OF PUBLIC HEARING**

Please take notice that the Chevy Chase Village Board of Managers will hold a public hearing on the 13th day of November, 2013 at 7:30 p.m. The hearing will be held at the Chevy Chase Village Hall at 5906 Connecticut Avenue in Chevy Chase, Maryland.

**APPEAL NUMBER A-6380
MS. SARAH SHOHET &
MR. JOHN MIKHAIL
3708 BRADLEY LANE
CHEVY CHASE, MARYLAND 20815**

The applicants seek a variance from the Board of Managers pursuant to Section 8-11 of the Chevy Chase Village Building Code to install a railing on an existing single-story roof, a portion of which would encroach a maximum of one foot, six inches (1'-6") into the seven (7) foot east (side) yard setback. The existing single-story roof and gutter encroach two feet, seven and one-half inches (2'-7 1/2") into the setback.

The Chevy Chase Village Code § 8-17 (g) states:

No part of any building, structure or play equipment shall be erected or maintained within seven (7) feet of the side or rear lot lines, nor within ten (10) feet of the nearest adjacent dwelling.

Additional information regarding this appeal may be obtained at the Chevy Chase Village Office between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday, may be viewed on the Village website at www.chevychasevillagemd.gov or you may contact the office for this information to be mailed to you.


This notice was emailed (where possible) and mailed to abutting and confronting property owners on the 30th day of October, 2013.

**Chevy Chase Village Office
5906 Connecticut Avenue
Chevy Chase, Maryland 20815
301-654-7300**

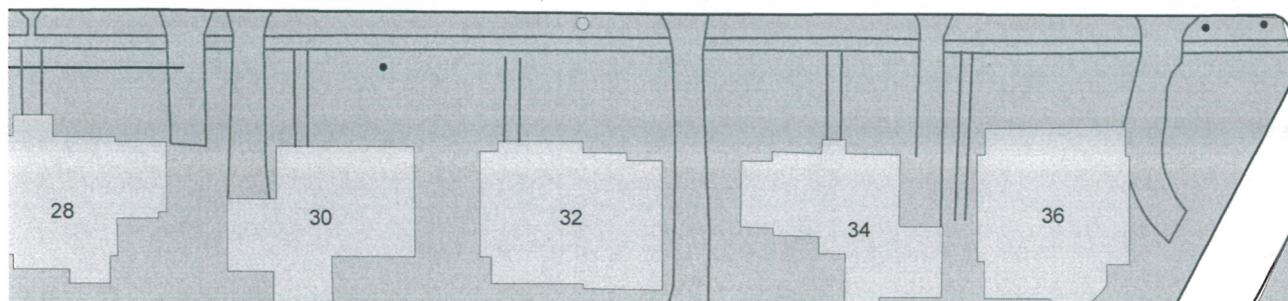
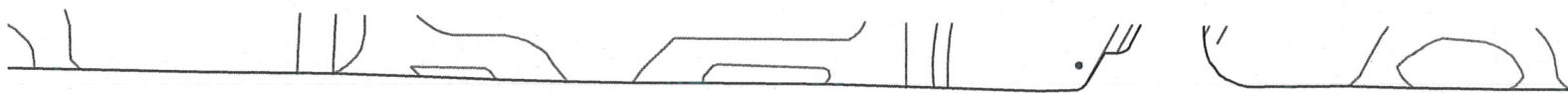
MAILING LIST FOR APPEAL A-6380

**MS. SARAH SHOHET &
MR. JOHN MIKHAIL
3708 BRADLEY LANE
CHEVY CHASE, MD 20815**

Adjoining and confronting property owners	
Mr. & Mrs. Robert C. Goodwin, Jr. Or Current Resident 3710 Bradley Lane Chevy Chase, MD 20815	Mr. & Mrs. Alexander Triantis Or Current Resident 3706 Bradley Lane Chevy Chase, MD 20815
Mr. & Mrs. Raphael Semmes Or Current Resident 31 Quincy Street Chevy Chase, MD 20815	Mr. & Mrs. Thomas V. Williams Or Current Resident 33 Quincy Street Chevy Chase, MD 20815
Ms. Charlotte Hogg & Mr. Steve Sacks Or Current Resident 35 Quincy Street Chevy Chase, MD 20815	Ms. Lucia Grenne Or Current Resident 37 Quincy Street Chevy Chase, MD 20815


I hereby certify that a public notice was mailed to the aforementioned property owners on the 30th day of October, 2013.

**Ellen Sands
Permitting and Code Enforcement Coordinator
Chevy Chase Village
5906 Connecticut Avenue
Chevy Chase, MD 20815**





October 30, 2013

Ms. Sara Shohet &
Mr. John Mikhail
3339 Military Road
Washington, DC 20015

Dear Ms. Shohet & Mr. Mikhail:

Please note that your request for a variance to construct a railing that would encroach into the east (side) yard setback at your property is scheduled before the Board of Managers on Wednesday, November 13, 2013 at 7:30 p.m.

Either you or another representative must be in attendance to present your case. At that time, additional documents may be introduced and testimony can be provided in support of the request.

Should the Board approve your request for a variance to construct the proposed work, all applicable permits from the Village and Montgomery County must be obtained prior to commencing the work. For your convenience, enclosed please find copies of the Public Hearing Notice and mailing list. Please contact the Village office in advance if you are unable to attend.

Sincerely,

Ellen Sands
Permitting and Code Enforcement
Chevy Chase Village

Enclosures

CHEVY CHASE VILLAGE

5906 Connecticut Avenue
Chevy Chase, Maryland 20815

Phone (301) 654-7300

Fax (301) 907-9721

ccv@montgomerycountymd.gov

www.chevychasevillagemd.gov

BOARD OF MANAGERS

PATRICIA S. BAPTISTE
Chair

MICHAEL L. DINGER
Vice Chair

RICHARD M. RUDA
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ROBERT C. GOODWIN, JR.
Assistant Treasurer

ELISSA A. LEONARD
Board Member

VILLAGE MANAGER
SHANA R. DAVIS-COOK

LEGAL COUNSEL
SUELLEN M. FERGUSON

**Chevy Chase Village
Building Permit Application**

Permit No: _____

Property Address: 3708 Bradley Lane

Resident Name: John Mikhail and Sarah Shohet

Daytime telephone: 202-362-8121

Cell phone: 202-674-7163

After-hours telephone: 202-246-1078

E-mail: mikhail@law.georgetown.edu

Project Description: Construct and install a decorative rail on the roof of a previous addition, per construction plans already submitted.

☐ Check here if the construction will require the demolition of over fifty (50) percent of any existing structure.

Primary Contact for Project:

☒ Resident

☐ Architect

☐ Project Manager

☐ Contractor*

*MHIC/MD Contractor's License No. (required):

Information for Primary Contact for Project (if different from property owner):

Name:

Work telephone:

After-hours telephone:

Cell phone:

E-mail:

Will the residence be occupied during the construction project?

☐ Yes

☒ No

If no, provide contact information for the party responsible for the construction site (if different from above):

Name:

Address:

Work telephone:

After-hours telephone:

Cell phone:

E-mail:

Parking Compliance:

Is adequate on-site parking available for the construction crews?

☒ Yes

☐ No

If no, please attach a parking plan which minimizes inconvenience to neighboring residents, and indicate if the property is in a permit parking area.

Will road closings be required due to deliveries, equipment or other reasons?

☐ Yes

☒ No

Building Permit Filing Requirements:
Application will not be reviewed until the application is complete

- ☐ Copy of stamped drawings approved by Montgomery County Department of Permitting Services (DPS) and the Historic Preservation Commission (HPC), if required. Every page of drawings must be clearly stamped.
- ☒ This application form, signed by resident.
- ☐ Boundary Survey
- ☐ Site Plan (see: Village Site Plan Checklist to ensure completeness)
- ☐ Building plans and specifications
- ☐ Tree Preservation Plan requested of Village arborist (see: Village Tree Inspection Request form). All required tree protections must be fully installed before any work begins.
- ☐ Filing Fee (due at time of application). Fees schedule is listed in Chapter 6 of the Village Code.
- ☐ Damage deposit or performance bond (due when Building Permit is issued). Amount of required deposit or bond will be set by Village Manager.

Once this permit application is complete, the Village Manager will review the application and accompanying documents and, under most circumstances, act on the application within 5 to 10 working days.

If the Montgomery County permit is suspended, revoked or lapsed, the Village permit is automatically suspended, revoked or lapsed.

No signs advertising the architect, contractor, or any other service provider may be posted on the work site.

I hereby certify that I have the authority to make the foregoing application, that the application is correct, that I have read and understood all requirements and that the construction will conform to the regulations of the Montgomery County Zoning Code, the Village Code including Urban Forest code, and any covenants and easements on the subject property.

Applicant's Signature:

[Handwritten Signature]
[Handwritten Signature]

Date:

10/22/13
10/22/13

To be completed by Village staff:

Is this property within the historic district?

Yes ☒

No ☐

Staff Initials:

JB

Date application filed with Village: *10/22/13*

Date permit issued: _____

Expiration date: _____

For Use By Village Manager	Application approved with the following conditions:
For Use By Village Manager <div style="border: 2px solid black; padding: 5px; display: inline-block; text-align: center;"> DENIED OCT 23 2013 Chevy Chase Village Manager </div>	Application denied for the following reasons:

Filing Fees (due when application submitted)	Checks Payable to:	Chevy Chase Village 5906 Connecticut Ave. Chevy Chase, MD 20815
Permit Application Fee: \$ <i>previously assessed</i> (see Permit Fee Worksheet) <input type="checkbox"/> \$50.00 (if construction is in the Public Right-of-way)		
Tree Preservation Plan Fee: <input type="checkbox"/> \$250.00 <input type="checkbox"/> Not required for this project.		
TOTAL Fees: <i>Ø</i>		
Date: <i>10/23/13</i> Staff Signature: <i>[Signature]</i>		
Damage Deposit/Performance Bond (due when permit is issued)	Checks Payable to:	Chevy Chase Village 5906 Connecticut Ave. Chevy Chase, MD 20815
<input type="checkbox"/> \$ _____ <input type="checkbox"/> Waived by Village Manager	Date: _____ Village Manager Signature: _____	
Cost of damage to R-O-W: (calculated at close-out) Amount of refund:	Date: _____ Village Manager Signature: _____	

Chevy Chase Village Application for a Variance

A variance is permission granted to a landowner to depart from the specific requirements of the Village zoning ordinance and allows a landowner to use land differently than specified in the ordinance. The variance is a written authorization from the Board of Managers permitting construction in a manner not otherwise allowed by the Village Code.

Subject Property: 3708 Bradley Lane, Chevy Chase MD 20815	
Describe the Proposed Project: Construct a decorative rail on the roof of a previous addition to the residence at 3708 Bradley Lane	
Applicant Name(s) (List all property owners): John Mikhail, Sarah Shohet	
Daytime telephone: 202-662-9392	Cell: 202-246-1078
E-mail: mikhail@law.georgetown.edu	
Address (if different from property address): 3339 Military Road NW, Washington, DC 20015	
For Village staff use: Date this form received: 10/23/13 Variance No: A-6380	

Filing Requirements:

Application will not be accepted or reviewed until the application is complete

- ☒ Completed Chevy Chase Village Application for a Variance (this form)
- ☐ Completed Chevy Chase Village Building Permit Application
- ☒ A boundary survey or plat diagram with a margin of error of one tenth of a foot or less showing all existing structures, projections and impervious surfaces.
- ☒ Surveys, plats, engineering reports, construction plans/specifications or other accurate drawings showing boundaries, dimensions, and area of the property, as well as the location and dimensions of all structures/fences/walls/etc., existing and proposed to be erected, and the distances of such structures/fences/walls/etc., from the nearest property lines. These drawings shall incorporate and display reference dimensions from the boundary survey or plat diagram required above.
- ☐ Copy of Covenants applicable to the property except for variances from Sections 8-22, 8-26 or Article IV of Chapter 8 of the Chevy Chase Village Code.
- ☒ Variance fee (See fee schedule listed in Chapter 6 of the Village Code).

Affidavit

I hereby certify that I have the authority to submit the foregoing application, that all owners of the property have signed below, that I have read and understand all requirements and that I or an authorized representative will appear at the scheduled public hearing in this matter. I hereby authorize the Village Manager, or the Manager's designee, and/or the Board of Managers to enter onto the subject property for the purposes of assessing the site in relation to this variance request. I hereby declare and affirm, under penalty of perjury, that all matters and facts set forth in the foregoing application are true and correct to the best of my knowledge, information and belief.

Applicant's Signature: 

Date: 10/22/13

Applicant's Signature: 

Date: 10/23/13

Describe the basis for the variance request (attach additional pages as needed).

Describe the special conditions of the property (e.g., odd shape, small size, sloping topography, abuts state highway, etc.) and how the property compares to other properties in the Village:

The existing one story addition encroaches on the property line to the east, being set back 4.9 feet from the property line.

Describe how enforcement of the building regulations would result in an unwarranted hardship and injustice because of the special condition(s) described above (i.e., describe (i) the unwarranted hardship and injustice that you claim exists and (ii) how the special conditions cause that unwarranted hardship and injustice):

The existing one story addition and flat roof are not in character architecturally with the original structure or the addition currently under construction. They do not contribute or conform to, but rather detract from historic guidelines promoted by HPC and CC Village. The new rail will remedy this situation, visually tying the one story roof line to the original residence and new addition in a manner consistent with similar railings on other homes in CC Village.

Describe how the proposed variance most nearly accomplishes the intent and purpose of the requirements of Chapter 8 of the Chevy Chase Village Code, entitled *Buildings and Building Regulations*:

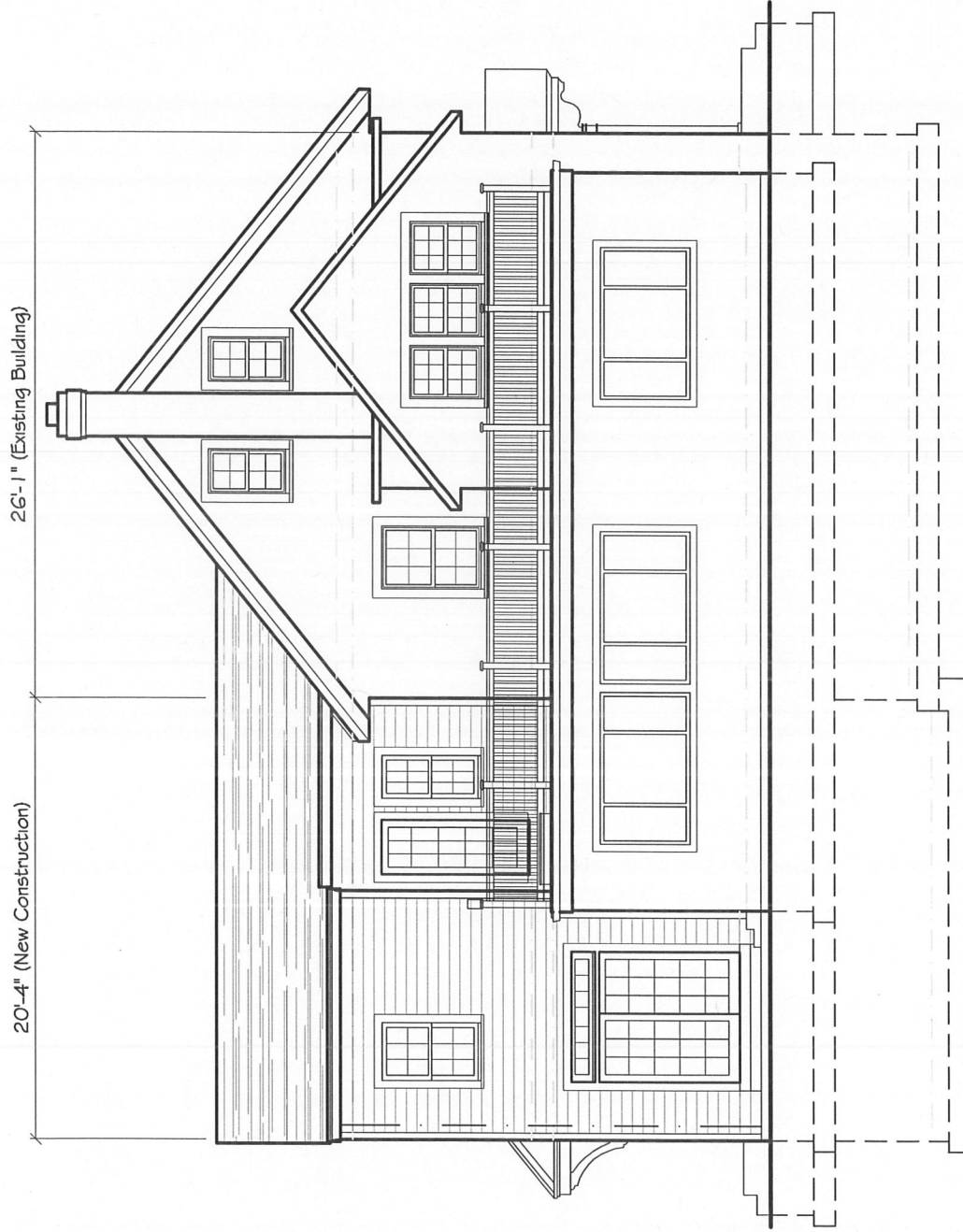
The new rail will visually improve upon the one story addition, while not blocking any vistas, nor restricting any air circulation or green space. Our plans have been shared with our neighbors, both of whom have written letters of support.

In exercising its powers in connection with a variance request, the Chevy Chase Village Board of Managers may reverse or affirm, wholly or partly, or may modify the requirement, decision or determination as it deems appropriate.

Variance Filing Fee	Checks Payable To: Chevy Chase Village 5906 Connecticut Ave. Chevy Chase, MD 20815
<i>Per Village Code Sec. 6-2(a)(24):</i> <input checked="" type="checkbox"/> \$300.00 for new construction. <input type="checkbox"/> \$150.00 for replacing existing non-conformities. <input type="checkbox"/> \$300.00 for fences, walls, play equipment, trees, hedges, shrubbery in the public right-of-way. <input type="checkbox"/> Other: \$ <u> </u> <i>check #</i> Fee Paid: <u>\$ 300.</u> <i>2771</i>	Date Paid: <u>10/31/13</u> Staff Signature: <u><i>[Signature]</i></u>
	Approved to Issue Building Permit per Board Decision Signed by the Board Secretary on: Date: _____ Signature: _____ Village Manager

4





2 Proposed East Elevation
A-5 1/8" = 1'-0"

Proposed East Elevation

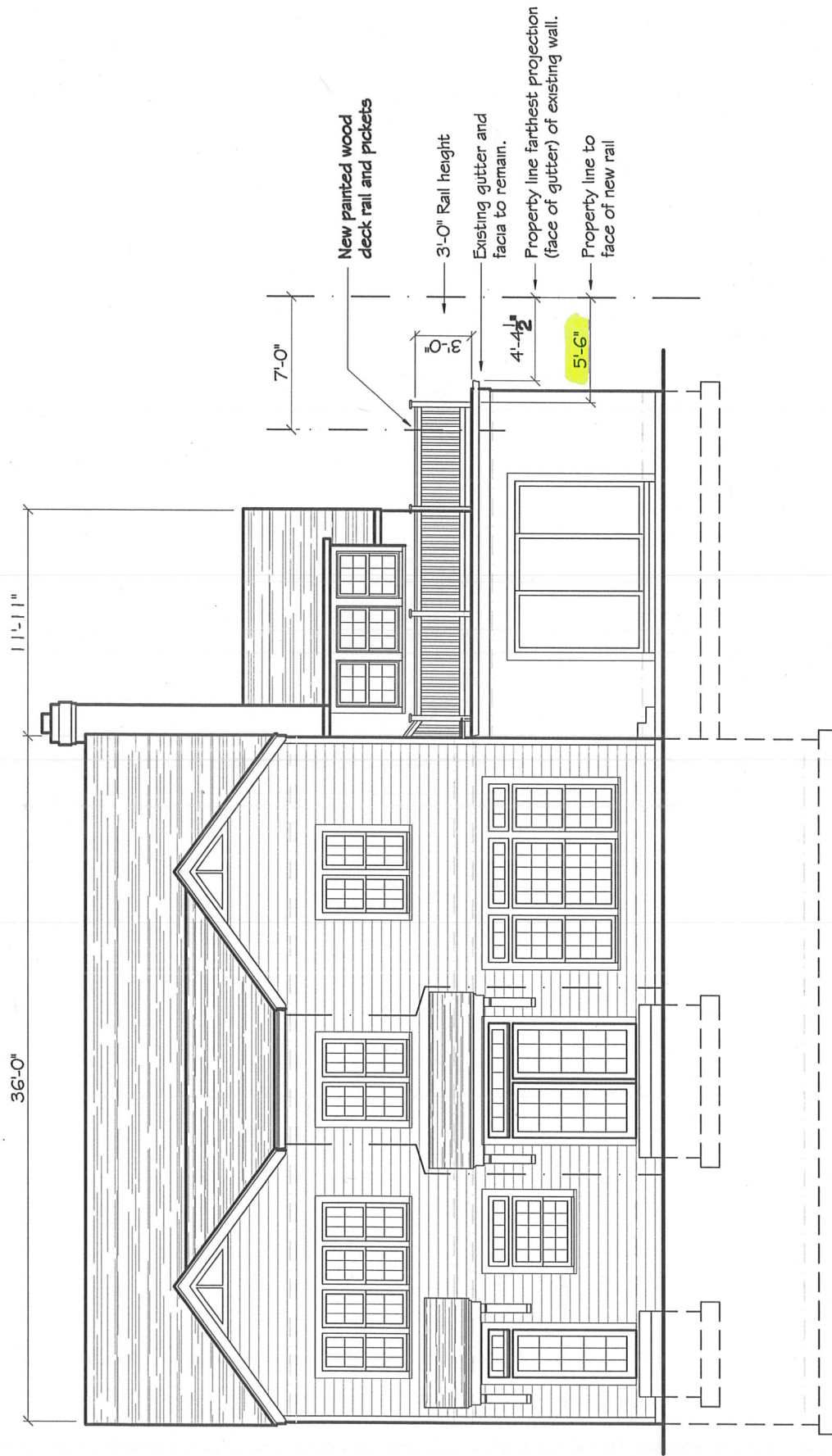
3708 Bradley Lane, Chevy Chase, MD

Kim Jones, Architect, 118 11th St. SE, Washington, DC, 20003 (202-543-2433)

1/8" = 1'-0"

October 15, 2013

A-3



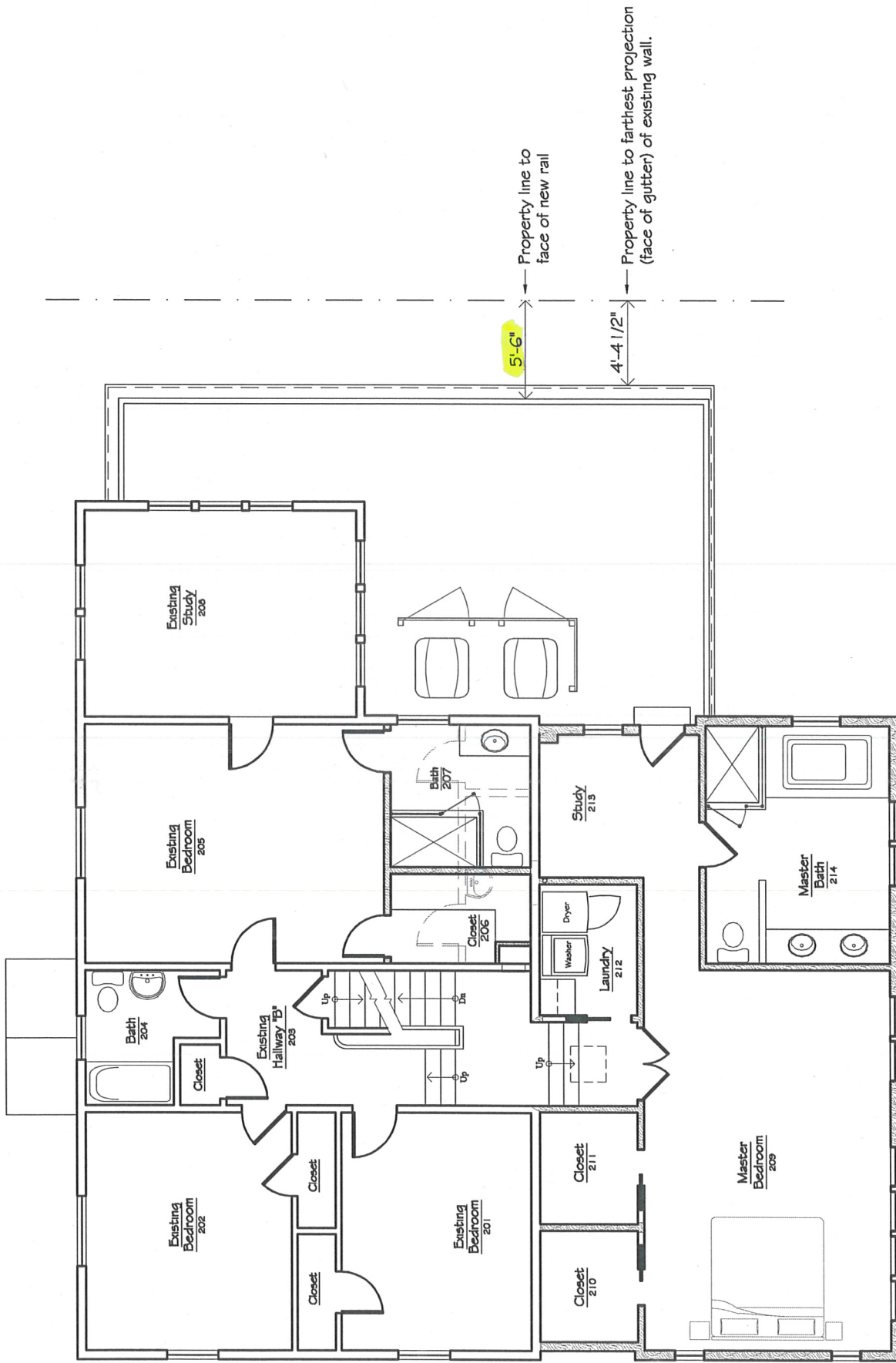
Proposed South Elevation

Kim Jones, Architect, 118 11th St. SE, Washington, DC, 20003 (202-543-2433)

3708 Bradley Lane, Chevy Chase, MD

October 15, 2013

A-4



1 Proposed Second Floor Plan
A-2 1/8" = 1'-0"

Proposed Second Floor Plan

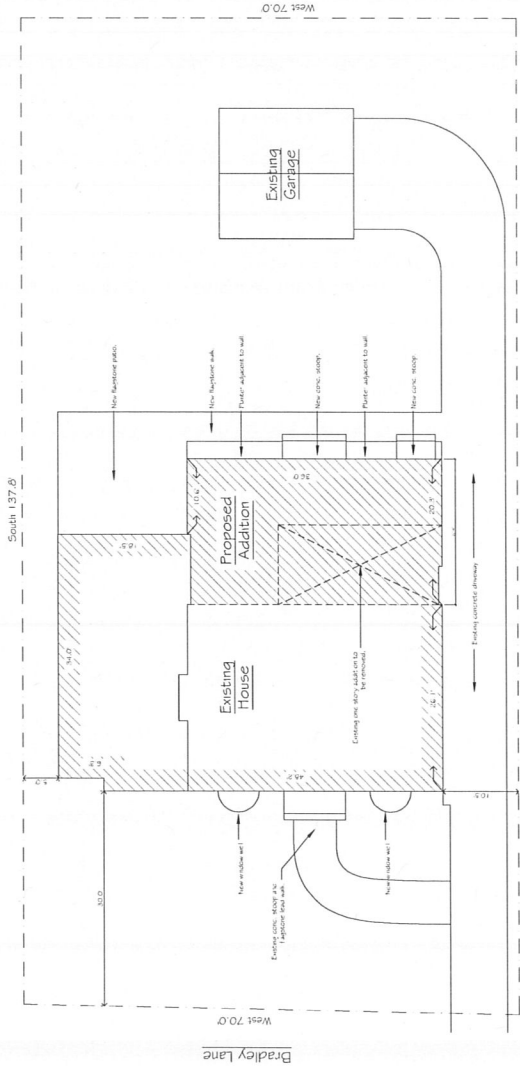
Kim Jones, Architect, 118 11th St. SE, Washington, DC, 20003 (202-543-2433)

3708 Bradley Lane, Chevy Chase, MD

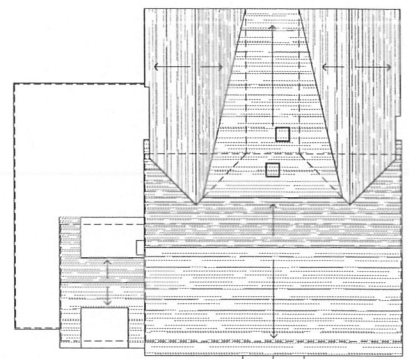
A-1

1/8" = 1'-0" October 15, 2013

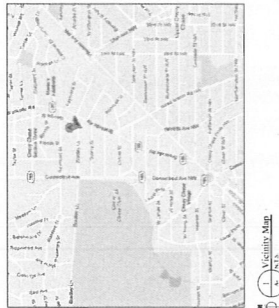
Addition and Renovations to 3708 Bradley Lane



- LOT COVERAGE**
- LOT AREA - 15,000 SF
 - EXISTING AREA - 7,500 SF
 - PROPOSED AREA - 7,500 SF
 - TOTAL EXISTING AREA - 15,000 SF
 - TOTAL PROPOSED AREA - 15,000 SF
 - TOTAL LOT COVERAGE - 30,000 SF
- BUILDING AND ZONING DATA**
- PARCEL: 15,000 SF, 15,000 SF and 7,500 SF
 - ZONING: R-1
 - LOT AREA: 15,000 SF
 - LOT COVERAGE: 30,000 SF



Proposed Roof Plan



LIST OF DRAWINGS	
CS-1	SITE PLAN, ROOF PLAN, VENTILATION MAP
SITE-1	EXISTING CONDITIONS AND DEMOLITION PLAN
SITE-2	SITE GRADING AND SEWER/CONTROL PLAN
SITE-3	EXISTING AND PROPOSED LOT LAYOUT
SITE-4	NOTES
A-1	EXISTING FLOOR PLANS
A-2	PROPOSED BASEMENT AND FIRST FLOOR PLANS
A-3	PROPOSED SECOND AND ATTIC FLOOR PLANS
A-4	EXISTING EXTERIOR ELEVATIONS
A-5	PROPOSED EXTERIOR ELEVATIONS
A-6	BUILDING SECTION
A-7	FOUNDATION SECTION
A-8	INTERIOR ELEVATIONS
S-01	FRAMING PLANS
S-02	UNDERPINNING PLANS AND DETAILS
S-03	WALL BRACING DETAILS
N-01	STRUCTURAL NOTES
N-02	GENERAL NOTES
M-01	MECHANICAL SPECIFICATIONS
M-02	BASEMENT AND FIRST FLOOR MECHANICAL NOTES
M-03	SECOND AND THIRD FLOOR MECHANICAL NOTES
P-01	PLUMBING SPECIFICATIONS
P-02	PLUMBING NOTES
E-01	BASEMENT AND FIRST FLOOR ELECTRICAL PLANS
E-02	SECOND AND ATTIC FLOOR ELECTRICAL PLANS, NOTES

ARCHITECT	
Kim Jones, A.I.A.	1011 11th St. SE
Washington, DC 20003	(202) 543-2433; kjones@kimjones.net
SITE - CIVIL ENGINEER	
Kim Jones, A.I.A.	1011 11th St. SE
Washington, DC 20003	(202) 543-2433; kjones@kimjones.net
STRUCTURAL ENGINEER	
Kim Jones, A.I.A.	1011 11th St. SE
Washington, DC 20003	(202) 543-2433; kjones@kimjones.net
MECHANICAL ENGINEER	
Kim Jones, A.I.A.	1011 11th St. SE
Washington, DC 20003	(202) 543-2433; kjones@kimjones.net
ELECTRICAL ENGINEER	
Kim Jones, A.I.A.	1011 11th St. SE
Washington, DC 20003	(202) 543-2433; kjones@kimjones.net

CS-1

April 10, 2013

Scale: as noted

3708 Bradley Lane

Chey Chase, MD

Proposed Addition to

Site Plan, Notes, Index of Drawings

Revisions

Kim Jones, A.I.A.

118 11th St. SE

Washington, D.C. 20003

202-543-2433

1011 11th St. SE

Washington, D.C. 20003

202-543-2433

3710 Bradley Lane

Chevy Chase, MD 20815

January 7, 2013

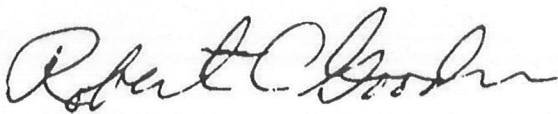
To Whom It May Concern:

Our names are Judy and Bob Goodwin and we are the owners of 3710 Bradley Lane which is immediately to the west of 3708 Bradley, the house owned by John Mikhail and Sarah Shohet.

We have had the opportunity to review the plans to expand the structure at 3708 Bradley. The purpose of this letter is to confirm that we are in support of the plans for expansion and have no objection whatsoever to the proposed construction.

Should this letter need to be verified, or if we can answer any questions regarding our support of the planned construction please feel free to contact either Judy or me at 301-986-9267, or by email at robert.goodwin@umuc.edu.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert C. Goodwin". The signature is fluid and cursive, with the first name "Robert" being more prominent than the last name "Goodwin".

Robert C. Goodwin

December 26, 2012

Re: Proposed Renovation at 3708 Bradley Lane

To Whom It May Concern:

We live at 3706 Bradley Lane, adjoining the property at 3708 Bradley Lane. We have lived at our house for 15 years. The new owners of 3708 Bradley Lane, Sarah and John Mikhail, have shown us their proposed plans to expand their house. We are in complete support of the proposed renovation, and wanted to share our support given that we may be unable to attend the public hearings where the matter is to be considered.

If you have any further questions regarding our support of this expansion project, please feel free to contact us at atriantis@gmail.com

Sincerely,

A handwritten signature in cursive script that reads "A. J. Triantis".

Alex and Catherine Triantis
3706 Bradley Lane
Chevy Chase, MD 20815

and annexed Deed to Willard A. Werthen and did each acknowledge said Deed to be their respective act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 10th day of November, A.D. 1919.

Ralph M. Hendricks
Notary Public

Ralph M. Hendricks
Notary Public
Montgomery County, Md.

EXAMINED

Mailed to
Shirley J. Hester, Jr.
Wash. D.C.
March 15, 1920

At the request of Dwight V. Jones the following deed was recorded November 14th, A.D. 1919 at 8.42 o'clock, A.M., to wit:

THIS DEED, Made this thirteenth day of November in the year one thousand nine hundred and nineteen by and between The Chevy Chase Land Company of Montgomery County, Maryland (a corporation duly organized under and by virtue of the laws of the State of Maryland), party of the first part, and Dwight V. Jones, of the State of Maryland, party of the second part:

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Three hundred and twenty-five (\$25) dollars to it paid by the said party of the second part, and of the covenants and agreements of the said party of the second part, ~~and of the covenants and agreements of the said party of the second part as hereinafter set forth~~, does hereby grant and convey unto the said party of the second part, in fee-simple, the following described land and premises, with the improvements, easements, and appurtenances thereunto belonging, situate in the County of Montgomery, State of Maryland, namely:

PART of Block numbered sixty-one (61) in Section Two (2), "Chevy Chase", a subdivision made by The Chevy Chase Land Company of Montgomery County, Maryland, as per plat of said subdivision recorded in Plat Book No. 2, page 106, of the Land Records of Montgomery County, Maryland, being a re-record of the plat of subdivision recorded among said Land Records in Liber J.A. No. 36, folio 61, described by metes and bounds, as follows, viz:- Beginning for the same on the westerly line of Brookeville Road at a point distant one hundred and thirty-nine and forty-six hundredths (139.46) feet southwesterly from the intersection of said line in said Road with the South line of Bradley Lane (said place of beginning being the southeast corner of the parcel of land now owned by said Dwight V. Jones, and heretofore conveyed by The Chevy Chase Land Company of Montgomery County, Maryland, to William Hitz by deed dated December 5th, 1905 and recorded in Liber No. 202, folio 38 of said Land Records of Montgomery County, Maryland), and from said beginning point West along the South line of said conveyance running thence to said Hitz, one hundred and forty-three and seventy-two hundredths (143.72) feet, to the Southwest corner of said conveyance to said Hitz; thence due South Ten (10) feet; thence due East and parallel with the south line

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of said conveyance to said Hitz to the westerly line of said Brooksville Road; and thence northeasterly along said westerly line of said Brooksville Road to the place of beginning.

TO HAVE AND TO HOLD said land and premises with the improvements and easements and appurtenances, unto and to the use of the said party of the second part, his heirs and assigns, in fee-simple.

IN CONSIDERATION of the execution of this Deed, the said party of the second part, for himself and for his heirs and assigns, hereby covenants and agrees with the said party of the first part, its successors and assigns (such covenants and agreements to run with the land), as follows, viz:

THAT the parcel of land herein described and the parcel of land adjoining same and described in and conveyed by said deed recorded in Liber #202 folio 33 of said Land Records of Montgomery County, Maryland, shall be and they are hereby considered and to be construed as a combined building lot or plot, and that the covenants, conditions and restrictions set forth and declared in said deed recorded in Liber #202 folio 33 of said Land Records as to other property thereby conveyed shall be and they are hereby established as to said combined parcels of land with like effect as though fully set out herein in detail.

AND the said party hereto of the first part hereby covenants to warrant specially the property hereby conveyed and to execute such further assurances of said land as may be requisite.

IN TESTIMONY WHEREOF, on the day and year first hereinbefore written, the said The Chevy Chase Land Company of Montgomery County, Maryland, has caused these presents to be signed with its corporate name by Edward J. Stillwagen its president, attested by George E. Fleming, its Secretary, and its corporate seal to be hereunto affixed, and does hereby constitute and appoint George E. Fleming, its true and lawful Attorney-in-fact, for it and in its name, place and stead to acknowledge these presents as its act and deed before any person or officer duly authorized to take such acknowledgment, and to deliver the same as such.

61 The Chevy Chase Land Company of
Montgomery County, Maryland
By: Edward J. Stillwagen
President.

The Chevy Chase Land Co.
of Montgomery Co.
Maryland.

Attest:

Geo. E. Fleming

Secretary.

(Internal Revenue \$.50)

DISTRICT OF COLUMBIA, TO WIT:

(Internal Revenue \$1.50)

of Columbia and Maryland
That the money derived as
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the covenants herein; that

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any one lot, for any one year;
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District of Columbia, SS:

I hereby certify, that on this 7th day of July, A.D. 1920, before me, the subscri-
er, a Notary Public in and for the District of Columbia, Personally appeared George W. Young
Attorney-in-fact, appointed by the Washington Grove Association of the District of Columbia, and
Maryland, and acknowledged the above and annexed deed as and for the act of said Association for to
the use and purposes herein mentioned.

Given under my hand and notarial seal the day and year above written.

JNO T. Meany

Notary Public in and for the
District of Columbia.

Jno T. Meany
Notary Public
District of
Columbia.

EXAMINED

Mailed to
Hon. J. Fisher
4 Co. Wash
D.C.
1-13-21

At the request of Dwight V. Jones, the following Deed was recorded December 2nd, A.D. 1920, at
9:13 o'clock A.M. to wit:-

This Deed made this Nineteenth day of November in the year one thousand nine
hundred and twenty by and between The Chevy Chase Land Company, of Montgomery County, Maryland,
(a corporation duly organized under and by virtue of the laws of the State of Maryland,) party
of the first part, and Dwight V. Jones, of the State of Maryland, party of the second part:

Witnesseth, that the said party of the first part, for and in consideration of the
sum of thirty-seven hundred and ninety-eight and 50/100 dollars to it paid by the said party of
the second part, and of the covenants and agreements of the said party of the second part as here-
inafter set forth, does hereby grant and convey unto the said party of the second part, in fee
simple, the following described land and premises, with the improvements, easements, and appur-
tenances thereunto belonging, situate in the County of Montgomery, State of Maryland, namely:

Part of Block numbered Sixtyone (61), Section Two (2), "Chevy Chase", a subdivi-
sion made by The Chevy Chase Land Company of Montgomery County, Maryland, as per plat of said sub-
division recorded in Plat Book No. 2, Page 106, of the Land Records of Montgomery County, Mary-
land, being a re-record of the plat of subdivision recorded among said Land Records in Liber
J.A. No. 36 folio 61, described by metes and bounds, as follows, viz: Beginning for the same on
the South line of Bradley Lane at a point distant Eleven hundred and eight and seventy-one hun-
dredths (1108.71) feet Easterly from the intersection of said line of said Land with the East
line of Connecticut Avenue (said place of beginning being the Northeast corner of the parcel of
land heretofore conveyed by the said The Chevy Chase Land Company of Montgomery County, Maryland,
to Sallie B.W. Holmes and Adelaide S. Holmes by Deed recorded in Liber No. 284, folio 345, of
said Land Records); and running thence from said beginning point due South and along the East
line of said conveyance to said Sallie B.W. Holmes and Adelaide S. Holmes and the prolongation
thereof, one hundred and thirty-nine and twenty hundredths (139.20) feet; thence due East One

hundred and ten (110) feet to the Southwest corner of the parcel of land conveyed by the said The Chevy Chase Land Company of Montgomery County, Maryland, to Dwight V. Jones, by Deed recorded in Liber #288, folio 208, of said Land Records; thence North along the West line of said conveyance to said Dwight V. Jones, and also along the West line of the land heretofore conveyed by the said The Chevy Chase Land Company of Montgomery County, Maryland, to William Hitz by Deed recorded in Liber No. 202, folio 38, of said Land Records, one hundred and thirty-seven and five hundredths (137.05) feet to the South line of Bradley Lane; thence with said line of said Land North Eighty-eight degrees, fifty-three minutes (88° 53') West, one hundred and ten two hundredths (110.02) feet to the Place of beginning; containing and/fifteen thousand, one hundred and ninety-four (15,194) square feet of land, more or less.

To have and to hold the said land and premises, with the improvements, easements and appurtenances, unto and to the use of the said party of the second part his heirs and assigns, in fee-simple.

In consideration of the execution of this Deed, the said party of the second part, for himself and for his heirs and assigns, hereby covenants and agrees with the party of the first part, its successors and assigns (such covenants and agreements to run with the land), as follows, viz:

1. That all houses upon the premises hereby conveyed shall be built and used for residence purposes exclusively, except stables, carriage-houses, sheds or other outbuildings, for use in connection with such residences, and that no trade business, manufacture or sale, or nuisance of any kind shall be carried on or permitted upon said premises.

2. That no structure of any description shall be erected within thirty (30) feet of the front line of said premises; and that no stable, carriage-house, shed or outbuilding shall be erected except on the rear of said premises.

In the case of corner lots any and all lines bordering upon a street, avenue, or parkway shall be considered a front line.

3. That no house shall be erected on said premises at a cost less than three thousand (300) dollars.

4. That any house erected on said premises shall be designed for the occupancy of a single family, and no part of any house or of any structure appurtenant thereto shall be erected or maintained within five (5) feet of the side lines of premises hereby conveyed, nor within (10) ten feet of the nearest adjacent house.

5. That a violation of any of the aforesaid covenants and agreements may be enjoined and the same enforced at the suit of The Chevy Chase Land Company, of Montgomery County, Maryland, its successors and assigns (assigns including any person deriving title mediately or immediately from said Company to any lot or square or part of a lot or square in the Section of the subdivision of which the land hereby conveyed forms a part).

And the said party hereto of the first part hereby covenants to warrant specially the property hereby conveyed, and to execute such further assurances of said land as may be requisite.

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December 15th A.D.

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the United States to it in hand paid by the said party of the second part, receipt of which at the delivery hereof is hereby acknowledged, hath granted, bargained and sold, and does hereby grant, bargain, sell and convey unto and to the use of the said William Hitz, his heirs and assigns, all that piece or parcel of land and premises situate, lying and being in Montgomery County, in the State of Maryland, and distinguished as part of the tract of land adjoining Section Two (2) Chevy Chase on the East as said Section Two (2) is shown by a plat thereof recorded in Liber J.A. No.36, folio 61, one of the Montgomery County Land Records, and described by metes and bounds as follows:

BEGINNING for the same at a point on the South side of Bradley Lane 1218.73 feet East of the intersection of said South line of Bradley Lane with the East line of Connecticut Avenue Extended; and running thence due South 127.05 feet thence due East 143.72 feet to the West side of the Brookville Road; thence along said West side of said Road North 28° 2' East 139.46 to the South line of Bradley Lane; and thence along said South line of Bradley Lane North 81° 53' West 209.55 feet to the place of beginning, together with the easements and appurtenances thereto belonging or in anywise appertaining.

TO Have and To Hold said land and premises, with the easements and appurtenances, unto and to the use of the said William Hitz, his heirs and assigns forever.

IN Consideration of the execution of this deed, said party of the second part, for himself, his heirs and assigns, hereby covenants and agrees with the said party of the first part its successors and assigns (such covenants and agreements to run with the land) as follows:

1. All houses upon the premises hereby conveyed shall be built and used for residence purposes exclusively, except stables, carriage houses, sheds or other outbuildings, for use in connection with such residences, and no trade, business, manufacture or sales or nuisance of any kind shall be carried on or permitted upon said premises.

2. That no structure of any description shall be erected within thirty feet of the Bradley Lane line of said premises, nor within twenty five feet of the Brookville Road line of said premises, and no stable shall be erected except on the rear line of said premises. In the case of corner lots, any line bordering upon any street, avenue, or parkway shall be considered a front line.

3. That no house shall be erected on said premises at a cost less than thirty five hundred (\$3500) dollars.

4. That any house erected on said premises shall be designed for the occupancy of a single family, and no part of any house or of any structure appurtenant thereto shall be erected or maintained within five feet of the side lines of the lot hereby conveyed, nor within ten feet of the nearest adjacent house.

5. That a violation of any of these covenants and agreements may be enjoined and the same enforced at the suit of "The Chevy Chase Land Company, of Montgomery County, Maryland", its successors and assigns (assigns including any person deriving title mediately or immediately to any lot or square, part of a lot or square, of said Section Two (2) from said Company.

AND the said party of the first part hereby covenants that it will warrant specially the property hereby conveyed and will execute such further assurances of said land as may be requisite.

And the said party of the first part hereby constitutes and appoints Harold E. Doyle, its

Chevy Chase Village

Website Posting Notice

for Appeal, Special Permit & Variance Hearings

Case Number: A-6380

Hearing Date: 11/13/13

By signing below, I acknowledge as the applicant/appellant in the above-referenced case number that all supporting information and documentation for my case will be posted on the Village's website at <www.chevychasevillagemd.gov> for review by the general public.

Applicant/Appellant Name: John Mikhail and Sarah Shohet

Address: 3708 Bradley Lane

Telephone: 202-674-7163 / 202-246-1078

E-mail: mikhail@law.georgetown.edu.

Applicant/Appellant Signature: [Signature of John Mikhail] [Signature of Sarah Shohet]

Agent Name for applicant/appellant (if necessary):

Telephone:

Address:

E-mail:

Signature of agent:

Village staff initials: GS

Date: 10/23/13